

EXHIBIT 05

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF NEW YORK
3 FULL CIRCLE UNITED, LLC)
4 Plaintiff)
5 VS.)CIVIL ACTION
6 BAY TEK ENTERTAINMENT, INC.,)NO.: 1:20-CV-03395
7 Defendant)

8 _____
9 BAY TEK ENTERTAINMENT, INC.,)
10 Counterclaim Plaintiff)
11 VS.)
12 FULL CIRCLE UNITED, LLC)
13 Counterclaim Defendant)
14 and)
15 ERIC PAVONY,)
16 Additional Counterclaim)
17 Defendant)
18 _____)

19 -----
20 VIDEOTAPED REMOTE ORAL DEPOSITION OF
21 ERIC COOPER
22 JUNE 6, 2022
23 VOLUME 1
24 -----

24 REPORTED BY KATHRYN R. BAKER, RPR, CSR #6955
25 JOB #212203

1 ERIC COOPER

2 no one else wanted to testify.

3 Q. So did you give a statement -- pardon me -- did
4 you give a statement under oath in connection with that?

5 A. I imagine I would have had to. I cannot
6 remember if it was under oath. I definitely gave multiple
7 statements. But I would have to imagine that one of them
8 had to be under oath.

9 Q. Okay. Have you ever been charged with a crime?

10 A. I had a DUI in 2006.

11 Q. Anything else?

12 A. No.

13 Q. Okay. Do you currently own or operate any
14 business entities?

15 A. Yeah, I own -- I am a partner in Extra Positive
16 Land, which is the owner of Full Circle Bar Austin.

17 Q. Is there any other LLCs that you've owned in the
18 past or have been a party to in the past?

19 A. Yeah. I had a quick one with some guys -- we
20 were trying to open a food truck, so there -- but it's
21 been dissolved. It didn't -- it barely got off the
22 ground. But it was dissolved a long time ago.

23 Q. Was that Magic Meat, LLC?

24 A. No. Oh --

25 Q. Tres Guapos?

1 ERIC COOPER

2 stores in New York City when they still existed.

3 Q. So when did you live in New York City?

4 A. I lived in New York City from the point when I
5 was born until -- I think I left and went to Boston for a
6 little while when I was 16 and 17. And I came back at 18.
7 And then I lived in New York City from that point up
8 until -- I don't know how -- I can't -- I can do the math
9 to figure out how old I was, but it was pretty much -- I
10 moved to Austin in February of 2008.

11 Q. 2008?

12 A. Uh-huh.

13 Q. And why did you move to Austin?

14 A. For -- to pursue a relationship, a personal
15 relationship.

16 Q. Got it.

17 And so are you currently employed?

18 A. I am, that I am the manager of Full Circle Bar
19 Austin and the runner of -- yeah, the Full Circle Bar.

20 Q. And how long have you had that role for?

21 A. I believe we opened in February of -- February
22 or March -- March, February of 2015.

23 Q. Were you involved with Full Circle and Extra
24 Positive Land prior to the Austin bar opening?

25 A. Extra Positive Land was not. Full Circle United

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was an entity.

Q. Oh --

A. Extra Positive Land is -- if I say EPL, I mean the bar, pretty much, or Extra Positive Land.

Q. When you say you're the runner, what do you mean by that?

A. I'm the general manager.

Q. Of the bar?

A. Yes.

Q. So you're making sure everybody -- everybody is happy and --

A. Staffing, ordering, bills; all that.

Q. Do you tell people how to use the Skee-Ball machines -- well, are there Skee-Ball machines at the bar?

A. I'm sorry, can you repeat the question.

Q. Are there Skee-Ball lanes at the bar?

A. There are Skee-Ball lanes at this bar.

Q. And is one of your responsibilities showing people how to use the lanes or facilitating them?

A. One of my responsibilities is to run the Brewskee-Ball league. So I guess that would be a yes there. And then to show my employees how the lanes work, so they can keep them working when I'm not there, sure.

Q. We'll come back to that. I want to ask you some

1 ERIC COOPER

2 Q. Well, let me ask you a question: Who owns the
3 Full Circle Bar?

4 A. Myself, Eric Wikman, Eric Pavony, and a few
5 other partners, a few other investors.

6 Q. So you own the company individually, or do you
7 own it through an entity?

8 A. LLC. Extra Positive Land, LLC, owns Full Circle
9 Bar -- I'm talking about Full Circle Bar Austin
10 specifically, by the way. Just so you know.

11 Q. Correct. Correct.

12 A. Okay.

13 Q. Correct.

14 Okay, so --

15 THE REPORTER: Counsel, hold on just a
16 second.

17 Mr. Cooper, you need to wait and let him
18 finish his question before you answer. You're kind of
19 jumping in there before he's finished. I would appreciate
20 it. Thanks.

21 THE WITNESS: Understood.

22 THE REPORTER: Tell me the -- when you
23 said -- the name of your entity, tell me that again, that
24 owns the bar, the LLC.

25 THE WITNESS: Extra Positive Land, LLC --

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A. Yes.

Q. So this is January 1st, 2014.

Do you see that?

A. I do.

Q. Well, before -- before I go through that.

This is the First Circle United, LLC, Chase bank account that was introduced at Mr. Wikman's deposition.

And do you see the date here, January 1st, 2014, correct?

A. Okay, yes.

Q. And then at the end here, the date is December 31st, 2014.

Do you see that?

A. Yes.

Q. So you understand that Exhibit 17 is the bank account for the entire year of 2014?

A. Understood.

Q. Okay. Now I'm going to show you Exhibit 18. Which I will put up.

Okay. Do you see this, Mr. Cooper?

A. Okay.

Q. So I'll represent to you, again, this was Exhibit 18 marked at Mr. Wikman's deposition.

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This is the Full Circle United, LLC, Chase bank account. And if you look at the upper right-hand corner, the first date here is January 1st, 2015.

Do you see that?

A. Yes.

Q. And then the final date in here, once this loads, is May 3rd, 2016.

Do you see that?

A. Yes.

Q. And then do you see at the top of this page here, it says, Insufficient funds fee.

Do you see that, Mr. Cooper?

A. Yes.

Q. Are you aware of the Full Circle United bank account being closed at any point?

A. I am not aware of that.

Q. Okay. So I want you to think about these dates again.

So the document I showed you a moment ago was all of 2014, correct?

A. Right. And then is 2015 through --

Q. May of 2016.

A. -- May of 2016.

Q. Right.

1 ERIC COOPER

2 A. Yeah.

3 Q. Now, your bank account that I showed you was
4 January 1st, 2018, through September 30th, 2018, correct?

5 A. My bank account was 2018.

6 Q. Yes.

7 A. The UFCU account.

8 Is that what you're talking about?

9 Q. Correct.

10 A. Okay. Yes.

11 Q. And then I showed you -- I had shown you another
12 Full Circle account that was 2018 through 2021.

13 Do you recall looking at that one?

14 A. Yeah, I recall it, yes.

15 Q. Okay. The reason I'm asking you this is because
16 these documents that I just showed you were produced as
17 being Full Circle's bank accounts for this period of time.

18 And it was represented by Mr. Wikman that
19 your bank account, that one that we showed you from
20 University Federal Credit Union was functioning as Full
21 Circle's bank account for that period of time.

22 Does that sound familiar to you at all?

23 MR. SKIBELL: Objection to form.

24 I mean, how would -- he hasn't seen Eric
25 Wikman's deposition. How would he be familiar with it?

1 ERIC COOPER

2 MR. HUMPHREY: I am -- I'm not asking about
3 if he's familiar with the deposition.

4 MR. SKIBELL: Okay.

5 MR. HUMPHREY: I'm asking if he's familiar
6 with the idea of his bank account being used as Full
7 Circle's. Was he ever told that.

8 A. If that's what it was -- I mean --

9 MR. SKIBELL: Eric, don't speculate about
10 what other -- he's asking you merely, do you know if your
11 bank account was used for Full Circle?

12 A. I don't recall exactly why I had to open that --
13 I opened that bank account. I was asked to open that bank
14 account.

15 Q. (BY MR. HUMPHREY) Well --

16 A. It sounds like you got the answer from
17 Mr. Wikman.

18 Q. No. Well, I'm asking you.

19 MR. HUMPHREY: And Reid, respectfully, you
20 should refrain from couching here.

21 Q. (BY MR. HUMPHREY) The question I'm asking here
22 is: Do you have any knowledge of why Mr. Wikman would
23 have said your bank account was being used as Full
24 Circle's?

25 MR. SKIBELL: Objection, calls for

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speculation as to Eric Wikman's state of mind.

You can answer.

A. I don't recall the specifics of why. I thought it had something to do with technology.

Q. (BY MR. HUMPHREY) So Mr. Wikman was the one who asked you to open the bank account in your name, correct?

A. Yes.

Q. Mr. Pavony didn't ask you that?

A. I believe he was privy to the concept, but I don't believe he was -- I think it was Eric Wikman.

Q. When you say "concept," what do you mean?

A. Whatever -- I meant opening an account.

Q. Was the reason you were asked to open the account was because Full Circle's bank account had been closed for having insufficient funds?

MR. SKIBELL: Objection, calls for speculation.

A. I don't know the answer to that.

Q. (BY MR. HUMPHREY) So they told you to open a bank account in your own name and you can't remember why they asked you to do that?

MR. SKIBELL: Objection, misstates the testimony.

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I, Kathryn R. Baker, RPR, a Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, ERIC COOPER, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

I further certify that pursuant to FRCP Rule 30(f)(1) that the signature of the deponent:

 X was requested by the deponent or a party before the completion of the deposition and is to be returned within 30 days from the date of receipt of the transcript. If returned, the attached Errata contain any changes and the reasons therefor;

 was not requested by the deponent or a party before the completion of the deposition.

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action;

ERIC COOPER

Subscribed and sworn to on this 16th day of June,
2022.



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20 VIDEOTAPED REMOTE ORAL DEPOSITION OF
21 ERIC COOPER
22 JUNE 8, 2022
23 VOLUME 2
24 -----

24 REPORTED BY: KATHRYN R. BAKER, RPR, CSR #6955
25 JOB NO. 212204

1 ERIC COOPER

2 A. I do.

3 Q. What do you understand that to mean?

4 A. (Witness reviews document.)

5 I mean, I could just read it back to you.

6 I understand what it's saying.

7 Q. Well, let me -- let me rephrase it.

8 Would you agree that it says that things
9 associated with the Skee-Ball trademark are intended to be
10 family friendly?

11 MS. REILLY: Objection to form.

12 A. I think what -- well, what do you mean by
13 "family friendly"?

14 Q. (BY MR. HUMPHREY) Appropriate for families and
15 children?

16 A. Which is?

17 Q. Not -- no use of vulgar language, sexually
18 suggestive things, things suggesting --

19 A. I think that's -- I think that's subject --
20 subjective.

21 Q. So you think that things like Skee Mature
22 Ejaculation would be appropriate?

23 A. In a 21-and-plus environment? I believe
24 it's -- I believe it's appropriate for a 21 -- a
25 21-and-older environment.

1 ERIC COOPER

2 Oehrlein and Eric Wikman.

3 Q. So this is an e-mail that you sent?

4 A. Uh-huh.

5 Q. And do you remember sending this e-mail? Do you
6 recognize this?

7 A. I don't remember this specifically, but it --
8 I'm sure it's from -- I would -- I would say that it's
9 from me, yes.

10 Q. Okay. So there are several attachments here.
11 And based on your e-mail, it says, Here's the schedules.

12 Would these have been schedules for
13 Brewskee-Ball events?

14 A. For league -- it looks our Skeeson 29, week one.

15 Q. Okay. Let me jump through a few of these.

16 A. Okay.

17 Q. These is Skeeson 29, week one.

18 So these are times, right?

19 A. Yes.

20 Q. Okay. But they're going to -- and these are the
21 teams that are playing each other?

22 A. Uh-huh.

23 Q. Okay. I'm going to take you through a few of
24 these team names.

25 Well, first of all, let me -- let me ask

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you a question.

Is there any approval process for league team names?

A. Yeah. I mean, yes. I don't allow overly vulgar things or offensive things.

Q. What would you consider to be overly vulgar or offensive?

A. I -- you'd have to give me an example. You know, it just depends on what it is. Like anything that's not -- anything that's vulgarity without the -- without the use of being clever in any way, I guess.

Q. What would you define as clever?

A. Well, you know, just -- we want to work with puns or things like that.

Q. Can you think of any specific names you haven't approved in the past?

A. I can't at the moment.

Q. And before I move on, who is Sarah, by the way?

A. She is a woman who helps me clerically run the league. She does the e-mails.

Q. Is she an employee of Extra Positive Land?

A. She is paid -- she is paid through -- through the bar, yes.

Q. Okay. So let's get back to these team names.

1 ERIC COOPER

2 So you won't approve things that you
3 consider to be excessively vulgar, correct?

4 A. Yeah.

5 Q. Unless they're clever, correct?

6 MS. REILLY: Objection.

7 A. Sure. I mean...

8 I think I answered.

9 Q. (BY MR. HUMPHREY) Okay. But you can't recall
10 any specific team names you disapproved?

11 A. Not at the moment, no.

12 Q. All right. And are SKEE-E-Os trained in any
13 kind of process to approve team names, or who controls
14 that?

15 MS. REILLY: Objection.

16 A. They are -- they're in control of that, for the
17 most part. If -- I would imagine if I saw something that
18 was -- that was overly or any -- or Mr. Pavony or I saw
19 something that was ridiculous, in our opinion, as far as
20 adult league goes, we might say something. I can't think
21 of a specific instance though.

22 Q. (BY MR. HUMPHREY) Are SKEE-E-Os given any
23 training of the use of the Skee-Ball trademark?

24 A. There -- as far as putting -- using the term
25 Skee-Ball and putting a trademark next to it, they are.

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2 with children.

3 Q. (BY MR. HUMPHREY) But you would agree that the
4 License Agreement says that the Skee-Ball trademark is --
5 let me use the exact term -- geared towards family and
6 children.

7 Do you see that? Do you remember that?

8 A. I do believe that that is what is written, yes.

9 Q. So are they instructed in any kind of usage of
10 the Skee-Ball trademark with the idea that the use of the
11 mark is supposed to be geared towards family and children?

12 MS. REILLY: Objection.

13 A. The -- the leagues take place -- and these are
14 adult leagues that take place in adult venues.

15 Q. But you would agree that Full Circle's
16 conduct -- or pardon me.

17 Full Circle's content, the schedules, its
18 social media, those are all accessible to children on the
19 Internet, correct?

20 MS. REILLY: Objection.

21 A. I don't know the answer to that question.

22 Q. (BY MR. HUMPHREY) Are these things publicly
23 available?

24 A. They are posted on our Web site or our Facebook
25 page.

1 ERIC COOPER

2 Q. And children could potentially access those?

3 A. You tell me. I don't know.

4 Q. I --

5 A. I don't speculate what children do. I think
6 that's -- that's a little...

7 Q. Okay.

8 A. You asked me if they're publicly available. I
9 said yes. So you can draw the line between children and
10 Facebook.

11 Q. You authorize the Web site, right, at least with
12 respect to the Austin bar?

13 A. With respect to the Austin league.

14 Q. And that's publicly accessible, right?

15 A. Yes.

16 Q. Do you place any kinds of restrictions on the
17 Web site?

18 A. I need -- what do you mean?

19 Q. Any age restrictions?

20 A. Oh, is there an age restriction on the Web site?
21 I don't believe there is.

22 Q. I want to take you through some of these names
23 here.

24 First one, you see up here there's a team
25 called Can You Skee My Balls?

1 ERIC COOPER

2 A. Uh-huh.

3 Q. Do you think that name reflects positively on
4 the Skee-Ball trademark?

5 MS. REILLY: Objection, form.

6 A. Do I think that name reflects positively on the
7 Skee-Ball trademark?

8 Q. (BY MR. HUMPHREY) Yes.

9 A. I think it's -- I think it's humorous. Yes, I
10 do think it -- I think it's just humorous and it's adult
11 and it's for adults.

12 Q. So it -- that's not geared toward families and
13 children?

14 MS. REILLY: Objection.

15 A. It's an adult league.

16 Q. (BY MR. HUMPHREY) But you would agree that per
17 the terms of the License Agreement, the Skee-Ball
18 trademark is supposed to be geared towards families and
19 children, correct?

20 MS. REILLY: Objection, form.

21 A. I would -- I would agree that the term
22 "families" is -- the idea of families is a subjective
23 term.

24 And what families are -- what families are
25 exposed -- I --

1 ERIC COOPER

2 Q. (BY MR. HUMPHREY) Is children a subjective
3 term, Mr. Cooper?

4 A. No. It just means somebody under 18, I imagine.

5 Q. Okay. So I'm looking at 7.7 right now. Full
6 Circle acknowledges and agrees that the Skee-Ball
7 trademark branded goods and/or services are geared towards
8 families and children. And Full Circle will ensure that
9 its use of the trademark shall not tarnish, weaken, blur
10 or otherwise malign the trademark, or SBI, in this case it
11 would be Bay Tek, the successor.

12 Do you understand that?

13 A. I -- I understand what -- the sentence you just
14 read, yes.

15 Q. Okay. So my question to you is --

16 A. Do I think -- I'm sorry, go ahead.

17 Q. Does a name like Can You Skee My Balls, does
18 that satisfy this requirement that things are supposed to
19 be geared towards families and children?

20 MS. REILLY: Objection to form.

21 A. Say -- say the question again.

22 Q. (BY MR. HUMPHREY) Does a team name like Can
23 You Skee My Balls, or down here, Hepatitis Skee, another
24 one --

25 A. Uh-huh.

1 ERIC COOPER

2 Q. -- are these the kinds of names that are
3 geared -- strike that.

4 Are names like Can You Skee My Balls and
5 Hepatitis Skee appropriate to be used in connection with a
6 trademark that's geared towards families and children?

7 MS. REILLY: Objection to form.

8 A. They are appropriate in an adult league.

9 Q. (BY MR. HUMPHREY) So would you say that the
10 Hepatitis Skee would not tarnish, dilute, weaken, or
11 malign the Skee-Ball trademark?

12 A. I would say it does not malign or weaken --

13 MS. REILLY: Objection -- hold on, Eric.

14 THE WITNESS: I'm sorry.

15 MS. REILLY: Objection to form. Sorry.

16 Objection to form.

17 You can answer.

18 A. I do not believe that the term "Hepatitis Skee"
19 maligns or weakens the Skee-Ball trademark.

20 Q. (BY MR. HUMPHREY) What about the term "Full
21 Circle Jerks," do you think that maligns or weakens the
22 Skee-Ball trademark?

23 MS. REILLY: Objection, objection.

24 A. I do not. I don't believe it has anything to do
25 with the Skee-Ball trademark.

1 ERIC COOPER

2 MS. REILLY: Objection.

3 A. -- people participating in an adult league
4 called Brewskee-Ball.

5 Q. (BY MR. HUMPHREY) So not families and
6 children?

7 MS. REILLY: Objection.

8 Q. (BY MR. HUMPHREY) I'm just trying to get a yes
9 or no answer, sir.

10 A. I believe this shirt is fine for families and
11 children, depending on your -- under your concept of what
12 families and children are.

13 Q. We're not talking about me. We're talking about
14 the License Agreement.

15 A. Okay. Then I believe that that line is
16 subjective -- is up for subjectivity.

17 Q. Let me show you another one.

18 A. Okay.

19 Q. This will be Exhibit 34.

20 (Exhibit 34 marked.)

21 Q. (BY MR. HUMPHREY) Okay. Mr. Cooper, do you
22 see this document?

23 A. Yes.

24 Q. Do you recognize this?

25 A. It looks like the -- it looks like the -- is

1 ERIC COOPER

2 it -- it looks like the Web site.

3 Q. Which Web site?

4 A. It looks like BrewskeeBall.com, I believe. I
5 don't -- all I'm seeing is one photo. It could be a
6 snapshot of it, but that's what it looks like.

7 Q. Okay. And I'm going to take you down here.

8 These are some photos of the league,
9 correct?

10 A. That appears -- I would -- I would say possibly,
11 yes.

12 Q. Do you see this picture here of a woman wearing
13 a shirt?

14 A. Uh-huh.

15 Q. What does that say?

16 A. It says, Skee Mature Ejaculation.

17 Q. Is that a T-shirt that was sold by
18 Brewskee-Ball?

19 A. I don't believe so.

20 Q. But that was a team in Brewskee-Ball, correct?

21 A. I believe that that shirt was most likely made
22 by the team members for themselves.

23 Q. Why was the merchandise Web site taken down?

24 A. I don't know the answer to that.

25 Q. You don't know why -- but -- let me back up.

1 ERIC COOPER

2 You run the Web site with respect to the
3 Austin bar, correct?

4 A. With respect to the Austin league.

5 Are you talking about the Brewskee-Ball Web
6 site?

7 Q. I'm talking about --

8 A. Or are you talking about --

9 Q. Yeah, the Brewskee-Ball Web --

10 A. Are you talking about Brewskee-Ball.com?

11 Q. Brewskee-Ball.com?, yeah.

12 A. With respect to the Austin league, I do post
13 things on that page.

14 Q. So you weren't aware of why the merchandise Web
15 site was shut down?

16 A. I don't remember why it -- why it was taken
17 down.

18 Q. That didn't come up in any discussions about
19 your duties and responsibilities with respect to the Web
20 site?

21 A. No. That would be a question for Eric Wikman.

22 Q. What is Full Circle Magazine?

23 A. It's just a -- Full Circle Magazine is like a
24 clever way of -- it's not a real magazine. It's something
25 that we say.

ERIC COOPER

So it's almost like a -- like imagine you were on the cover of a magazine, but there's no magazine inside. We just use that as our -- as a tool for delivering posters, I guess.

Q. So there is no actual magazine then?

A. No, no. It's just like -- imagine like a -- you know, like you took like a fake photo of like you on Time Magazine and put it on the wall kind of thing. So that's the same sort of concept. It's like the splash page or something like that.

Q. That's actually exactly what I was thinking of.

So was this ever something that was given out by people -- to people or was it some kind of --

A. What was?

Q. Well -- so Full Circle Magazine wasn't actually something that was given out to people?

A. No.

Q. Okay. But this picture here --

A. It's like -- what's that?

Q. No, sorry. Go ahead.

A. I was just going to say that, like, if someone won the championship, I would make a poster of them winning a championship, and then I would put the Full Circle Magazine as like the -- like on the top, like it's

1 ERIC COOPER

2 displayed there.

3 Q. This particular picture here, this is -- this is
4 the Brewskee-Ball Web site, correct?

5 A. I believe so, yeah. I don't -- yeah, it looks
6 to be that, yes.

7 Q. And so this picture was posted on the
8 Brewskee-Ball Web site, correct?

9 A. Yes, I guess so. If you're showing me a
10 screenshot, yeah.

11 Q. And we established that the Web site was
12 publicly available, right?

13 A. The Web site was what?

14 Q. Publicly available?

15 A. Yes.

16 Q. So anybody who logged into the Web site could
17 potentially see this pictures?

18 A. Yes.

19 Q. Including, potentially, a child?

20 MS. REILLY: Objection, form.

21 A. That's not for me to say.

22 Q. (BY MR. HUMPHREY) You don't know if a child
23 with Internet access could see this?

24 A. If you want to -- if you need to draw that line
25 between the two, go for it. I'm not -- I'm not going to

1 ERIC COOPER

2 speculate what a child does.

3 Q. I'm not asking you to speculate. I'm asking you
4 if it's possible.

5 A. Is it possible for a child to get on the
6 Internet, yes.

7 Q. And it's possible for a child to go on this Web
8 site and see this photo, correct?

9 MS. REILLY: Objection.

10 A. I don't want to -- I -- I don't -- I don't know
11 what children do.

12 Q. (BY MR. HUMPHREY) You don't have to know what
13 children do. I'm just asking you is it possible --

14 A. Is the Web site -- you asked me if the Web site
15 was -- I'm sorry, finish.

16 Q. Well, is the Web site age restricted in any way?

17 A. I already told you it wasn't.

18 Q. Okay. So -- but I'm just asking you, would it
19 be possible for a child with Internet access to come to
20 this Web site and see this photo?

21 A. I've already answered this question about this
22 Web site.

23 Q. Would it be possible for a child to do this is
24 what I'm asking?

25 A. I don't want to draw a conclusion what a

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child -- can a child get on the Internet? Yes. Is our Web site age restricted? No. You feel free to draw your own conclusion about what children do.

Q. Why can't you draw that conclusion?

A. I don't -- I don't want to.

Q. Sir, it's not about what you want. I'm asking you a question. I'm asking if it's possible that a child could go to the Web site and see this photo?

A. Yes.

Q. Okay. Did you -- do you have any background in graphic design?

A. Yeah. Yes. I told -- I believe you asked me my education.

Q. Yes. That's right. That's right.

So are you involved in graphic design at all for Brewskee-Ball?

A. For Austin -- for mostly Austin stuff. Yeah, some -- possibly some Brewskee-Ball stuff, when asked.

Q. So those -- the schedules that we were looking at earlier with the team names, do you design anything like that?

A. Yeah. Those -- I created those.

Q. Did you create those specifically?

A. Yes.

ERIC COOPER

I, Kathryn R. Baker, RPR, a Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, ERIC COOPER, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

I further certify that pursuant to FRCP Rule 30(f)(1) that the signature of the deponent:

 X was requested by the deponent or a party before the completion of the deposition and is to be returned within 30 days from the date of receipt of the transcript. If returned, the attached Errata contain any changes and the reasons therefor;

 was not requested by the deponent or a party before the completion of the deposition.

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action;

ERIC COOPER

Subscribed and sworn to on this 21st day of June,
2022.



KATHRYN R. BAKER, RPR, CSR #6955

Expiration Date: 04/30/2023

Firm Registration No. 615

TSG Reporting

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FULL CIRCLE UNITED, LLC,

Plaintiff,

v.

BAY TEK ENTERTAINMENT, INC.,

Defendant.

BAY TEK ENTERTAINMENT, INC.,

Counterclaim Plaintiff,

v.

FULL CIRCLE UNITED, LLC,

Counterclaim Defendant,

and

ERIC PAVONY,

*Additional Counterclaim
Defendant.*

Civ. Action No. 1:20-cv-03395

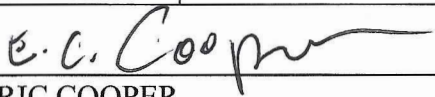
ERRATA SHEET

Eric Cooper, being duly sworn, deposes and says:

1. I have reviewed the transcript of my deposition taken on June 6 and 8, 2022. The following changes are necessary to correct my testimony:

Page/Line	Corrected Testimony	Reason for Correction
22/3	"Skeeball" not "Brewskee-Ball"	Misspoke
28/15	"Bent" not "Vent"	Transcription error
47/22	Austinbrewskee@ball@gmail.com not austinbarbrewskee-ball@gmail.com	Misspoke
53/22	I meant 'Brooklyn' Roller not 'Austin' Roller	Misspoke
83/10	"Austin" not "Also"	Transcription error
140/2	"kitsch, and puns" not "kitchen puns"	Transcription error
140/18	"kitsch, and puns" not "kitchen puns"	Transcription error
142/18	"kitsch, and puns" not "kitchen puns"	Transcription error

158/20	"Gaeton" not "Dayton"	Transcription error
160/1	"Austin" not "New York"	Misspoke


ERIC COOPER